

**STATE OF CALIFORNIA**  
**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**  
**REQUEST FOR PROPOSALS**

**ADP-RFP-05-06**

**MULTICULTURAL/LINGUISTIC PROBLEM GAMBLING MATERIALS  
DEVELOPMENT AND DISTRIBUTION**

**SYNOPSIS**

This is a Request for Proposals (RFP) to develop culturally and linguistically appropriate materials on problem gambling, in languages other than English, and to distribute the materials to gambling venues for use by non-English and limited English proficient gaming patrons.

The Department of Alcohol and Drug Programs' (ADP) Office of Problem Gambling (OPG) is requesting proposals from bidders who possess strong skills, knowledge and abilities to research the need/demand for, and create and develop culturally appropriate prevention awareness materials on problem gambling in languages other than English and for limited English proficient persons. The successful bidder will then be required to distribute these four-color process print materials, on an initial basis, to legal gambling venues for access by non-English and limited English proficient gambling patrons. Please note that this project has a very ambitious timeframe of six months. Legal gambling venues include all California card rooms, tribal casinos, and horse racetracks. The purpose of the problem gambling materials is to educate individuals about the signs and symptoms of problem gambling and about the availability of problem gambling helplines and other relevant problem gambling resources. The target audiences include individuals who gamble, family members, and friends. A supply of materials will also be available for distribution by ADP to appropriate community organizations, local mental health, alcohol and drug programs, and probation departments.

Bids should be submitted for \$200,000, with a contract period of six months. Please note that marketing efforts and the development and reproduction of materials must occur by June 30, 2006. Funding of the second year renewal is at the discretion of ADP's OPG and is contingent upon the availability of funds and performance of services to the satisfaction of ADP's Project Manager. The bidder may be a for-profit organization, a public organization, or private nonprofit organization; and, must be in good standing with the State of California and the Federal Government, and must comply with nondiscrimination and drug-free workplace requirements. The bidder must reside within California (in-state).

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## **1.0 GENERAL INFORMATION**

### **1.1 Definitions**

See Attachment I for a listing of definitions related to this Request for Proposals (RFP).

### **1.2 Goal**

It is the goal of the California Department of Alcohol and Drug Programs' (ADP) Office of Problem Gambling (OPG) to develop culturally and linguistically appropriate prevention awareness materials (four-color process print) on the subject of problem gambling in languages other than English and for limited English proficient persons. OPG intends to distribute these four-color process print materials, on an initial basis, to legal gambling venues for non-English and limited English proficient gambling patrons to educate individuals about the signs and symptoms of problem gambling and to advertise the availability of two problem-gambling helplines and other relevant problem-gambling resources within California. The target audiences include individuals who gamble, family members, and friends. Please note that this project has a very ambitious timeframe, six months. All marketing activities, the development, approval, reproduction, distribution of four-color print materials, and evaluation of the problem gambling materials and distribution project must occur by June 30, 2006.

To accomplish this, OPG intends to contract with an appropriate organization that, through its proposal, demonstrates the necessary high level of skills, knowledge, abilities, and experience that will enable it to:

- (1) research the need/demand for, develop and modify as necessary multicultural/linguistic problem gambling prevention awareness print materials;
- (2) validate the cultural and linguistic appropriateness of these problem gambling materials through use of target audience input (i.e., non-English, limited English proficient community focus groups);
- (3) perform time-limited marketing survey research to determine the need/demand for specific non-English languages to be used in material development, the necessary material sizes and formats for effective material product placement at various gambling-venue sites;
- (4) print and distribute the OPG-approved problem gambling materials to all California card rooms, tribal casinos, and racetracks where gambling is legal; and,
- (5) facilitate initial reordering of materials.

**Objective #1:** Develop culturally and linguistically-appropriate four-color process print problem gambling materials with information on problem gambling signs and symptoms, and toll-free problem gambling helpline numbers. If appropriate, include in the materials problem-gambling-related website addresses. The problem gambling materials must reflect a minimum of four (based on surveying non-English languages used by gambling venue patrons) of the following languages: Spanish, relevant Chinese dialects, Tagalog, Vietnamese, Korean, Armenian, Japanese, Russian, Mon-Khmer/Cambodian, Miao/Hmong, and

Laotian (*Source: 2000 U.S. Census Data, Table 5. Detailed List of Languages Spoken at Home for the Population 5 Years and Over by State*). The fact that various populations who share the same non-English language may also come from a diversity of cultural backgrounds must be taken into consideration when developing public awareness materials. The target audiences for the printed materials include individuals who gamble, family members, and friends. The reading level of the print materials must be appropriate to the general population in California.

Materials must be attractive, professionally designed, competitively costed-out, reproducible (i.e., ready for future printing and PDF posting on the web) and, in addition, designed to meet the practical needs and spatial considerations of legal gambling venues in California, that is: card rooms, tribal casinos, and horse racing tracks.

It is OPG's goal to have a single Contractor who can assemble experts to develop materials for specific cultural groups. The Contractor must include focus group validation of the cultural and linguistic appropriateness of the print materials by representatives of the targeted cultural groups.

**Objective #2:** The Contractor will propose a marketing strategy that: (1) assesses the gambling industry's perceived language needs for problem gambling materials for non-English and limited English proficient gambling patrons; (2) determines print material sizes/formats and print order quantities needed by the industry; (3) develops a strategy for introducing material to the various legal gambling venues for effective product placement; 4) develops a strategy for reinforcing and motivating the industry staff/representatives to support the distribution of the material; (5) orients the industry staff/representatives to order additional supplies of the materials from ADP's Resource Center; and, (6) assesses the success of the overall marketing strategy.

**Deliverables:**

- Project work plan, including a timeline for deliverables and services;
- Marketing plan and survey findings of multicultural/linguistic and product placement needs;
- Product validation process/findings;
- Create and develop materials;
- Reproduction of four-color print materials, distribution of materials;
- Distribution Report;
- Final Project Evaluation;
- Masters of prevention awareness materials in print and on CD-ROM in formats suitable for color reproduction and black and white PDF versions; and,
- Final Report summarizing accomplishments, findings, and any lessons learned pertaining to the project.

**Note: Because the Contractor will not know the demand for specific materials in individual languages until it surveys the industry, proposers will need to budget a set amount for reproduction of material.**

### 1.3 **Background**

Legal gambling in California includes pari-mutuel horse race wagering, a state lottery, commercial card rooms, tribal casinos, and charitable gambling.<sup>1</sup> Other types of gambling available to California residents include casino gambling in Nevada and other out-of-state locations and gambling on cruise ships. Charitable gambling, primarily small-stakes bingo, is regulated by local governments and represents the smallest segment of the California gambling industry.

During the last 20 years, both in the United States (U.S.) and internationally, a substantial change in the legal status of gambling and in public attitudes toward gambling has been noted. For most people, gambling is a form of entertainment with manageable social and financial costs. However, as the availability of legal gambling has increased, a growing number of individuals with severe difficulties related to their gambling have come to the attention of mental health professionals. *Pathological gambling* is a recognized mental disorder, characterized by a pattern of continued gambling despite negative physical, psychological and social consequences (American Psychiatric Association, 1994). Current epidemiological research suggests that between one and two percent of the U.S. adult population can be classified as pathological gamblers, a percentage that is similar to the prevalence of schizophrenia in the general population. An additional two to three percent of the U.S. adult population experience substantial problems related to their gambling but do not meet the diagnostic criteria for the recognized disorder of pathological gambling (Gerstein et al, 1999; Welte et al, 2001). Such individuals are most often referred to as “problem gamblers.”

Some of the impacts that problem and pathological gamblers may experience include psychological difficulties such as anxiety, depression, guilt, exacerbation of alcohol and drug problems, and attempts at suicide, as well as stress-related physical illnesses such as hypertension and heart disease. Interpersonal problems include arguments with family, friends and co-workers and breakdown of relationships, often culminating in separation or divorce. Job and school problems include poor performance, abuse of leave time, and loss of job. Financial effects loom large and include reliance on family and friends, substantial credit card debt, unpaid creditors, and bankruptcy. From a public health perspective, it is also worth noting that family members of problem gamblers experience substantial physical and psychological difficulties (Abbott & Volberg, 2000; Daghestani, Elenz & Crayton, 1996).

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<sup>1</sup> This RFP does not require problem gambling materials for sites selling lottery tickets or charitable gambling.

From a public health perspective, problem gamblers, as well as those who score even lower on problem gambling screens (sometimes referred to as *at-risk* gamblers), are of as much concern as pathological gamblers because they represent a much larger proportion of the population than problem and pathological gamblers. Problem gamblers and at-risk gamblers are also of interest because of the possibility that their gambling-related difficulties may become more severe over time. Problem and at-risk gamblers are of further interest because of the likelihood that their gambling can be more easily influenced by changes in social attitudes and public awareness (Castellani, 2000; Shaffer, Hall & Vander Bilt, 1999).

As a result of Assembly Bill 673 (Statutes of 2003), ADP was authorized to establish OPG. The first priority of OPG, set forth by the Legislature, is to develop a problem gambling prevention program that includes public awareness campaigns that focus on prevention and education among the general public including, for example, dissemination of youth oriented preventive literature, educational experiences, and public service announcements in the media (Welfare and Institutions Code Section 4369.2 (a)).

Although there is no current problem gambling prevalence data available for California, research within other jurisdictions indicates that ethnic minorities and recent immigrants may be at greater risk for developing gambling problems than the general population.<sup>2, 3, 4, 5, 6, 7, 8</sup>

U.S. census data for 2000 found that over nine million California adults spoke a language other than English at home, some or all of the time.<sup>9</sup> Of this group,

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2 Abbott, M.W., Volberg, R.A. & Rönnerberg, S. (2004a). Comparing the New Zealand and Swedish National Surveys of gambling and problem gambling. *Journal of Gambling Studies*, 20 (3), 237-258.

3 Volberg, R.A. (2001). *When the Chips Are Down: Problem Gambling in America*. New York, NY: The Century Foundation.

4 Volberg, R.A. (2003b). Has there been a 'feminization' of gambling and problem gambling in the United States? *Electronic Journal of Gambling Issues* Issue 8: Feature Article.

5 Volberg, R.A. & Abbott, M.W. (1997). Gambling and Problem Gambling Among Indigenous Peoples. *Journal of Substance Use and Misuse*, 32 (11), 1525-1538.

6 Welte, J., Barnes, G., Wieczorek, W., Tidwell, M-C. & Parker, J. (2001). Alcohol and Gambling Among U.S. Adults: Prevalence, Demographic Patterns and Comorbidity. *Journal of Studies on Alcohol*, 62 (5), 706-712.

7 Zitzow, D. (1996). Comparative Study Of Problematic Gambling Behaviors Between American Indian and Non-Indian Adults in a Northern Plains Reservation. *American Indian and Alaska Native Mental Health Research*, 7 (2), 27-41.

8 Petry, N. M., Armentano, C. et al. (2003). Gambling Participation and Problems Among South East Asian Refugees to the United States. *Psychiatric Services* 54(8): 1142-8.

9 U.S. Census Bureau, Census 2000, Internet Release Date: October 29, 2004

nearly three million did not speak English well or at all. The top nine languages spoken in these homes were: Spanish, Chinese, Vietnamese, Korean, Armenian, Russian, Mon-Khmer/Cambodian, Miao/Hmong, and Laotian. These nine languages represent 92.6 percent of those Californians who do not speak English well or not at all.

The Gambling Control Commission is in the process of promulgating regulations that will require card rooms to post information on problem gambling and how individuals may access assistance. The most recent negotiated compacts and compact amendments require tribal casinos to provide consumers with problem gambling information and to post problem gambling helpline numbers.

#### **1.4 Minimum Qualifications of Bidder**

The bidder and any of the bidder's subcontractor(s) may be either a for-profit organization, a public organization, or a private non-profit organization and must be in good standing with the State of California and the Federal Government. Private non-profit organizations must include evidence of their organization's non-profit status with their proposal. See RFP Section 5.2C for acceptable evidence of an organization's non-profit status.

#### **1.5 Funding Period**

The contract period is for six months from the time of the contract's effective date. Please note that marketing efforts and the development and reproduction of materials must occur by June 30, 2006. Funding of the second year renewal is at the discretion of OPG and is contingent upon the availability of funds and performance of services to the satisfaction of OPG.

#### **1.6 Contract Terms and Conditions**

- A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and ADP. The contract will be based upon the Technical Proposal, all criteria contained in this RFP, the State's General Terms and Conditions (GTC 1005) that may be viewed at Internet site: [www.ols.dgs.ca.gov/standard&language](http://www.ols.dgs.ca.gov/standard&language), and applicable provisions of the Government Code and the Public Contract Code. Attachment II, Significant Contract Terms, lists other provisions that will be included in the contract. ADP does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. No oral understanding or agreement shall be binding on either party.
- B. Upon award of the agreement, Contractor must complete and submit to ADP the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.documents.dgs.ca.gov/osp/pdf/std204.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf). No payment shall be

made unless a completed STD 204 has been returned to the awarding agency. This document is required only if it is not already on file with ADP.

- C. Upon award of the agreement, Contractor must sign and submit to ADP, the Contractor Certification Clauses (CCC 1005) which can be found on the Internet at [www.ols.dgs.ca.gov.standard&language](http://www.ols.dgs.ca.gov.standard&language). This document is only required if the Contractor has not submitted this form to ADP within the last three years.
- D. Upon award of the agreement, a Statement of Economic Interests form may be required of Contractor's staff, or subcontractor's staff in compliance with the Political Reform Act of 1974. These disclosures would include the following: investments and his/her status as a director, officer, partner, trustee, employee, or holder of any positions of management in any business entity or nonprofit corporation and income from any source which offers any consulting, rehabilitative, or educational services concerning the intervention, prevention, treatment, or rehabilitation of persons suffering from problem gambling.
- E. Upon award of the agreement, Contractor may be required to disclose their lobbying activities.

## **1.7 Scope of Work and Deliverables**

The selected Contractor will be required to complete the following work using innovative and creative methods and approaches to successfully fulfill the terms of the six-month contract:

### **A. Project Scope**

- 1. Research the need/demand for, and develop and validate (via focus groups) culturally and linguistically-appropriate prevention awareness materials on problem gambling in languages other than English and develop a marketing strategy to introduce these problem gambling materials into legal gambling venues frequented by non-English and limited English proficient patrons. The target audiences for the printed materials include individuals who gamble, family members, and friends. A minimum of four languages are required.
- 2. Marketing activities, the development, approval, reproduction, distribution of four-color print materials, and evaluation of the problem gambling materials and distribution project must occur by June 30, 2006.
- 3. The Contractor may choose to assemble experts to develop and validate materials for specific cultural groups in their related languages.



4. Consult with ADP staff on the research, development, implementation, and progress of the project, at regular intervals as agreed to by OPG and the Contractor.
5. Provide deliverables consisting of the following:
  - Project work plan, including a timeline for deliverables and services;
  - Marketing plan and survey findings of multicultural/linguistic and product placement needs;
  - Product validation process/findings;
  - Create and develop materials;
  - Reproduction of four-color print materials, distribution of materials;
  - Distribution Report;
  - Final Project Evaluation;
  - Masters of prevention awareness materials in print and on CD-ROM in formats suitable for color reproduction and black and white PDF versions; and,
  - Final Report summarizing accomplishments, findings, and any lessons learned pertaining to the project.
6. Provision of periodic and timely progress reports and invoices as directed by ADP/OPG.
7. Provide remaining supply of printed problem gambling materials to ADP's Resource Center for storage and future distribution; print masters to OPG for future reprinting; and, submit PDF versions of materials for future posting on the ADP/OPG Website.

B. Tasks

The multicultural/linguistic problem gambling materials project will require completion of all of the following tasks:

1. Upon execution of the contract and follow up discussions with OPG, finalize/refine, if necessary, Project Work Plan (**Deliverable**) reflecting objectives, tasks, due dates, outcomes, and persons responsible to carry out work plan to reach project goals within a six-month timeframe.
2. Marketing activities, the development, approval, reproduction, distribution of four-color print materials, and evaluation of the problem gambling materials and distribution project must occur by June 30, 2006.
3. Bid proposers are required to identify in their budget a set amount for professional printing of material. Please note that the Contractor will not know the demand for specific materials in individual languages until it surveys the gambling industry.

4. Attend, with the appropriate representation, any necessary planning meetings or teleconference calls to update the Deputy Director of OPG and staff on the progress of implementing the project and to answer any inquiries regarding the project.
5. Research the need/demand for, develop and modify as necessary multicultural/linguistic problem gambling prevention awareness print materials. The target audiences for the printed materials include individuals who gamble, family members, and friends. Materials must be attractive, professionally designed for four-color process printing and print-ready and, in addition, designed to meet the practical needs and spatial considerations of card rooms, tribal casinos, and horse racing tracks. Problem gambling information will consist of primarily:
  - Problem gambling signs and symptoms;
  - Toll-free helpline numbers;
  - Culturally appropriate prevention messages; and,
  - If appropriate problem gambling-related website addresses including OPG's website.
6. Perform the market survey research to determine the need/demand for material formats/size and effective material product placement at gambling venues. Materials must be designed to meet the practical needs and spatial considerations of card rooms, tribal casinos, and horse racing tracks. The written Marketing Plan (**Deliverable**), presented to and approved by OPG, must include the following:
  - An assessment of the gambling industry's perceived needs for non-English problem gambling materials;
  - A determination of material formats/sizes/print order quantities needed by the industry;
  - A specific strategy for introducing material to the various gambling venues;
  - A specific strategy for reinforcing/motivating the industry;
  - Staff/representatives to support the dissemination of materials; and,
  - A detailed plan for orienting the industry staff/representatives on how to order additional supplies of the materials from ADP's Resource Center.
7. Perform market survey research of gambling venues to determine in which languages the problem gambling print materials need to be translated for access by non-English and limited English speaking patrons who frequent legal gambling venues in California. Present written findings of the marketing survey (**Deliverable**) to OPG for follow-up discussion and approval of languages to use. Languages (minimum of four based on surveying non-English languages spoken by gambling venue patrons) to be considered for materials development and the

related validation focus groups include in the following order presented based on current census data available:

- Spanish
- Relevant Chinese languages
- Tagalog
- Vietnamese
- Korean
- Armenian
- Japanese
- Russian
- Mon-Khmer/Cambodian
- Miao/Hmong
- Laotian

8. Translate problem gambling materials in languages other than English as noted above, selecting a minimum of four languages (based on surveying non-English languages spoken by gambling venue patrons).

**Note:** Materials must be culturally appropriate. The fact that various populations who share the same non-English language may also come from a diversity of cultural backgrounds must be taken into consideration when developing public awareness materials. A natural translation of problem gambling materials must be conducted. Straight translation of materials from English to a non-English language is not acceptable.

9. A back-translation of all problem gambling materials must be conducted to validate the clarity of the problem gambling awareness message(s).
10. In conjunction with the translation service provider, validate the cultural and linguistic appropriateness of these problem gambling materials through the use of target audience input (i.e., community focus groups) and formally report the findings in writing (**Deliverable**) to OPG, including what necessary changes will be made to the “draft” print materials.
11. Develop all problem gambling print materials at a reading level appropriate to the general population in California.
12. Plans for conducting community focus group meetings must be approved by OPG prior to the meetings taking place. Details to provide to OPG include:
  - The various target audiences attending, meeting locations, dates/times;
  - Group process plans;
  - Facilitator(s) conducting the meeting;

- Any community organization the contractor is coordinating with to conduct the meetings;
- Materials being provided to attendees;
- Any hard copy or media materials/scripts publicizing the future focus groups; and,
- Meeting-related costs.

The Contractor must acknowledge that the focus groups are being conducted on behalf of OPG and the materials development/distribution project.

13. For purposes of conducting focus groups, selected event locations must meet federal and State accessibility requirements for persons with disabilities.

**Note:** Event notices must include the following statement: “If you need a disability-related, reasonable accommodation or alternative format for this event, please contact (name) at (phone number, email address, and TDD number) by (a date up to two weeks prior to the event).”

14. The materials must include information about problem gambling resources: [www.adp.ca.gov](http://www.adp.ca.gov) and 1-800-GAMBLER or other problem gambling helplines available to California residents. TTY (Tele-typewriters) assistance, also known as TDD (Telecommunications Device for the Deaf), which is available through this 1-800 number.
15. Comply with all applicable provisions of Assembly Bill 205 (Statutes of 2003) and Government Code Sections 14771 and 14741.1 requiring all public-use forms used by the State to obtain or solicit facts, opinions or other information from the public or private citizens and that refer to or use the terms “spouse, husband, wife, father, mother, marriage or marital status,” to also include appropriate references to “domestic partner or domestic partnership.”
16. Prior to the final printing and formal distribution of the materials on behalf of OPG, the Contractor will provide to ADP an overview of market strategies and related findings (pertaining to focus groups conducted, validation of materials for cultural/linguistic appropriateness, list of gambling venues, gambling industry need surveys), and all final draft print galley (Deliverable) for purposes of final approval by ADP/OPG.

**Note:** The Contract must build into the project timeline an additional four weeks for both the ADP Director and Health and Human Services Agency to approve the materials prior to public release. Review cycles for two drafts and one final version of the print materials must be in place.

17. Reproduce OPG-approved print materials using a four-color process **(Deliverable)** and in pre-determined print order quantities for initial distribution to identified gambling venues.
18. Develop a process as described in this RFP, to initially distribute these print materials to gambling establishments, and distribute **(Deliverable)** the print materials according to the timeline outlined in Section C - Project Duration, Deliverables and Timeline. Reorders of these materials will be subsequently processed by ADP's Resource Center. Print masters (on CD) will also be provided to OPG by the Contractor for future reprinting, as well as black and white PDF versions of materials for future posting on the ADP/OPG Website.
19. Submit a Distribution Report **(Deliverable)** summarizing where, when and the number of problem gambling materials distributed to legal gambling establishments. OPG may provide more specifics on what the report could encompass.
20. The Contractor is not allowed to charge community organizations or gambling venues any fee for activities/services, materials, events, or postage and handling for distribution of materials related to this RFP.
21. Facilitate reordering of materials by working with ADP's Resource Center to outline/describe, in writing, the reordering process for gambling venues to use.
22. Provide remaining supply of printed problem gambling materials to ADP's Resource Center for storage and future reordering by the gambling industry and a special ADP mail out to appropriate community organizations, local mental health and alcohol and drug programs, and probation departments.
23. Submit all final Print Masters of prevention awareness materials **(Deliverable)**:
  - a. On a CD in a current version of Adobe graphic software (i.e., Illustrator, Photoshop, and/or InDesign) for future reprinting by ADP.
  - b. In PDF format (black and white) to OPG for subsequent posting of materials on ADP's website.
24. Write and submit Final Project Evaluation **(Deliverable)** reflecting:
  - a. Findings of the market survey processes regarding: (i) languages that are in most demand for use in developing problem gambling prevention awareness print materials; and, (ii) the practical needs of gambling venues for effective product placement of these materials.

- b. The degree of success which gambling venues became engaged in initial placement/dissemination of materials and the subsequent reordering of materials.
25. Work closely and cooperatively with OPG's project coordinator to respond to all OPG requests for information and documentation related to the provisions of this contract. OPG reserves the right to approve the selection of consultants.
26. Submit monthly written progress reports by the 15<sup>th</sup> of the following month. The monthly reports must:
  - Correspond to overall project goal(s) and to specific monthly objectives designated in the Multicultural/Linguistic Materials project plan(s);
  - Include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal), problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc.;
  - Provide a hard copy and electronic copy of the progress reports that are compatible with Microsoft Word; and,
  - Accompany invoices for payment.
27. Submit timely monthly invoices to OPG for costs directly related to activities of this project. The Contractor will submit a copy of receipts upon request from the Multicultural/Linguistic Materials project coordinator. Invoices will not be processed by ADP/OPG until receipt of corresponding monthly contract progress reports. The Contractor must follow invoice reporting guidelines provided by OPG.
28. Submit a Final Report **(Deliverable)** summarizing accomplishments, findings, and any lessons learned pertaining to the Multicultural/Linguistic Materials project. The final report will describe contract services provided and key findings of the project with supporting data submitted to OPG no later than 30 days after the end of the contract period. Include information on the languages in which problem gambling prevention awareness materials were produced, as well as the number of items produced and distributed.
29. Submit final budget summary of expenditures **(Deliverable)** directly related to project activities performed by the Contractor to OPG no later than 30 days after the end of the contract period.
30. Submit any outstanding invoices that remain unresolved within 30 days following the contract period.
31. Obtain written approval from OPG on all products, written reports, any individual sections of reports, related news releases, or materials

developed or used during the term of the contract prior to release or dissemination. Review cycles for two drafts and one final version must be in place.

32. All submissions are to be in hardcopy, and Microsoft Word electronic format, unless specified.
33. In accordance with the California Government Code, Section 11135 and Title II, Americans with Disabilities Act (ADA) requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." This ADA statement must be in the same non-English language as that of the problem gambling print materials. In addition, publications must be made available, at Contractor's cost, in other languages, not used in printing the materials for this project, if requested by a mono-lingual person.
34. Maintain books, records, documents, and other evidence of accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the contract, including any matching costs and expenses, for a period of three years after final payment under the agreement (Government Code Section 10532).

**C. Project Duration, Deliverables and Timeline**

The contract shall be for six months. Marketing efforts, the development, approval, reproduction, distribution of materials, and evaluation of the materials project must occur by June 30, 2006. From the date of execution of the contract, the following deliverables shall be provided to ADP within the specified timelines:

**Estimated date of contract execution: January 1, 2006**

1. Revised/Refined Project Work Plan to accomplish project Objectives #1 and #2 (within one week/due 1/6/06);
2. Monthly project status reports (every 30 days/due by 15<sup>th</sup> of following month);
3. Implementation of the marketing strategy as defined in Objective #2 including development of the survey findings of multicultural/linguistic and product placement needs, and a draft of materials as defined in Objective #1 for the validation process with community focus groups (within three weeks/all due 1/27/06);

4. Product validation process/findings/recommended revisions (within three weeks/due 2/17/06);
5. OPG, Director's and Agency approval of materials (within four weeks/due 3/17/06);
6. Reproduction of four-color process print materials (within four weeks/due 4/14/06);
7. Distribution of materials to gambling venues (within three weeks/due 5/5/06);
8. Distribution Report and remaining supply of problem gambling materials delivered to ADP's Resource Center for reordering by gambling venues (within two weeks/both due 5/19/06);
9. Print Masters of prevention awareness materials provided to OPG in Adobe graphic software version and PDF version (within two weeks/due 6/2/06);
10. Any unexpended funds must be used to print additional materials in the languages approved by OPG (within six weeks from distribution due 6/16/06);
11. Final Project Evaluation (within seven weeks from distribution due 6/23/06); and,
12. Consultation with ADP staff on the design, implementation and progress of the project (as requested).

## **2.0 TECHNICAL PROPOSAL**

The Technical Proposal describes the method, staffing and funding needed to develop and deliver services requested by this RFP.

### **2.1 Specific Requirements**

- A. Order of Responses: All required components of the proposal must be present and follow the order of the RFP. Bidders' response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies.

(Required; no points)

- B. Cover Sheet: Include the RFP number and title, name of bidder agency, and name and telephone number of the contact person for the bidder agency.



(Required; no points)

- C. Table of Contents: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP.

(Required; no points)

## **2.2 General Guidelines:**

- A. ADP seeks a Contractor who demonstrates the ability to apply innovative and creative methods and approaches to the Scope of Work outlined in RFP Section 1.7.
- B. The Technical Proposal should be specific regarding the methods and personnel to be used.
- C. The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as "well known techniques will be used" are unacceptable.
- G. ADP recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would accomplish project requirements, including a full explanation of techniques, procedures, and staffing to be used.
- H. There is no maximum number of pages set for the technical portion of the proposal response. The technical portion should be clearly written, succinct, well-organized, and completely address all elements outlined in the Technical Proposal section.

## **2.3 Technical Proposal Scoring**

The maximum score possible for the Technical Proposal is **240** points. The scoring of proposals will be done by a Selection Review Committee. The proposal with the highest score will be selected for funding.

The seven weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
Bidder's Understanding and Solution to the Problem	10 Points
Operation and Service Delivery	100 Points
Project Work Plan	25 Points
Other Requirements	10 Points
Bidder's Agency Qualifications	30 Points
Project Personnel	40 Points
Project Budget	<u>25 Points</u>
<b>TOTAL</b>	<b>240 Points</b>

#### **2.4 Bidder Is To Provide Written Responses To The Following**

A. Bidder's Understanding of and Solution to the Problem Maximum Score: 10 points

1. State your understanding of the need to develop problem gambling prevention awareness materials in languages other than English.

Maximum Score: 10 points

B. Operation and Service Delivery – Maximum Score: 100 points

1. Describe the marketing strategy that the bidder will employ to determine in which languages problem gambling prevention awareness print materials need to be translated for access by non-English and limited English speaking patrons who frequent legal gambling venues in California.

Maximum Score: 10 points

2. Describe how the services provided by the bidder to develop problem gambling materials will fulfill the requirements to:
  - a. Be culturally and linguistically appropriate for non-English and limited English proficient patrons who frequent legal gambling venues.  
(**Note:** The fact that various populations who share the same non-English language may also come from a diversity of cultural backgrounds must be taken into consideration when developing public awareness materials);
  - b. Provide problem gambling prevention awareness information that will educate individuals about problem gambling signs and symptoms;

- the availability of problem gambling helplines; and, other relevant problem gambling resources;
- c. Target audiences that will include individuals who gamble, family members, and friends; and,
- d. Be designed and formatted to meet the practical needs and spatial considerations of card rooms, tribal casinos, and horse racing tracks.

Maximum Score: 20 points

3. Describe steps bidder will take to contact individual legal gambling venues, establish cooperative working relationships and continued engagement, and orient them to the purposes of OPG's problem gambling prevention awareness initiative to develop and disseminate non-English problem gambling prevention awareness materials amongst the gambling industry with subsequent reordering of materials on the part of various gambling venues.

Maximum Score: 10 points

4. Describe the validation process (such as incorporating target audience input via focus groups) that will be used to determine the cultural and linguistic appropriateness of problem gambling materials; and, how the focus groups' findings will be presented, in writing, to OPG and incorporated into the printed prevention awareness materials.

Maximum Score: 15 points

5. Describe the process for a timely initial distribution of problem gambling materials within gambling establishments' sites and how you plan to orient/instruct the gambling establishment in reordering materials/supplies from ADP's Resource Center.

Maximum Score: 10 points

6. Describe how you plan to evaluate the success of this project in the form of a written Final Project Evaluation reflecting:
  - a. Findings of the market survey processes regarding: (i) languages that are in most demand for use in developing problem gambling prevention awareness print materials; and, (ii) the practical needs of gambling venues for effective product placement of these materials; and,
  - b. The degree of success in which gambling venues became engaged in initial placement/dissemination of materials and the subsequent reordering of materials.

Maximum Score: 10 points

7. Describe bidder's overall capability to manage the proposed six-month project, including:
  - a. Ability to carry out the identified Work Plan tasks to implement a marketing strategy, managing its progress, and finding solutions to any posed barriers that will result in the successful development and distribution of culturally and linguistically appropriate problem gambling materials in the time allotted;
  - b. Ability to manage staff and consultants;
  - c. The administrative system the bidder will use to ensure payment of any consultant services expenses satisfies pertinent state laws, regulations, and policies;
  - d. Means to properly invoice, submit reports (including the use of Microsoft Excel and Word 2000 or compatible), and fulfill other contract business requirements; and,
  - e. Develop a Project Management Plan identifying timelines, due dates, and milestones.

Maximum Score: 25 points

C. Project Work Plan (may be typed single-spaced) – Maximum Score: 25 points

Using Attachment VII as a guide, write a six-month) work plan, which should include the project goal, objectives necessary to complete the goal, tasks necessary to complete the objectives, responsible staff (classification or name), and expected outcomes. All work and deliverables listed in RFP Section 1.7 should be included.

**Note:** Marketing activities, the development, approval, reproduction, distribution of four-color print materials, and evaluation of the problem gambling materials and distribution project must occur by June 30, 2006.

Maximum Score: 25 points

D. Other Requirements - Maximum Score: 10 points

1. Identify barriers and proposed solutions to effectively and timely implement the Problem Gambling Materials Development and Distribution project.

Maximum Score: 10 points

2. State whether related work or projects are being negotiated or currently in progress for other agencies or states. Include a brief description of the project(s) and commensurate timeframe(s), and the names and addresses of agencies.

(Required; No points)

E. Bidder's Agency Qualifications – Maximum Score: 30 points

1. Describe and submit an annotated list of work experience, relevant to this RFP, conducted by the bidder's agency in the last four years, or currently in progress. Include:
  - a. Contracting organization;
  - b. Synopsis of work performed; and,
  - c. Contracting period.

Maximum Score: 10 points

2. Submit at least three letters of recommendation from agencies for whom the bidder's agency has provided services (relevant to this RFP and development of culturally and linguistically-appropriate materials on public health or related issues in languages other than English) during the last four years. **The letters should describe the services performed.**

Maximum Score: 10 points

3. Submit three print samples (or photocopies) of public health or related materials developed by the bidder in the past that were designed and validated for cultural and linguistic appropriateness.

Maximum Score: 10 points

F. Project Personnel – Maximum Score: 40 Points

1. Provide job titles and duty statements describing the activities each project staff position, including consultants, will perform during the project. A pool of consultants may be described in one duty statement. Include name of project staff and consultants, if known.

Indicate the percentage of time each project staff will devote to **each** activity listed in their duty statement. Include overall total percent of time devoted to project (100 percent would indicate a full time position). For consultants, do not indicate percent of time; instead, indicate the estimated number of hours or days consultants as a group, not individually, will be utilized.

Also provide names and contact information for the organization's board members. If this is a privately-owned organization, include names and contact information for all owners.

Provide a copy of your entity's organizational chart.

Maximum Score: 10 points

2. Describe the credentials, experience, and qualifications of all key project staff (including consultants). Include resumes. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

Scoring Note: Qualification of unknown staff will not score as highly as known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP and development of cultural and linguistic appropriate materials.

Knowledge of the following (direct experience preferred) should be reflected in the submitted resumes:

- Demonstrated experience in researching (via marketing surveys) the need/demand for culturally and linguistically-appropriate materials on public health or related issues in languages other than English;
- Demonstrated experience in developing marketing strategies to distribute materials on public health or related issues to venues or locales frequented by non-English and limited English speaking patrons;
- Demonstrated experience in conducting marketing needs surveys and developing the related written findings and reports on the progress of implementation for formal presentation to a lead organization;
- Demonstrated experience in establishing cooperative working relationships and continued engagement with entities, orienting them to the purposes of a particular public health or related initiative on behalf of a state or local organization, in which there has been little or no prior contact in the past, and where there has been controversial public health or related issues raised regarding these entities;
- Demonstrated experience (a minimum of five years) in performing translation(s) of print materials (on public health or related issues) that have been developed and subsequently modified for cultural and linguistic appropriateness. It is preferred that the Contractor or

consultant/subcontractor have ongoing membership with the American Translators Association (<http://www.atanet.org>) or a similar organization;

- Demonstrated experience in conducting community focus groups for the purpose of validating the cultural and linguistic appropriateness of a public health awareness message and the printed format in which it has been provided;
- Demonstrated experience in developing graphic print materials that are of four-color print, professionally designed and culturally and linguistically appropriate, as well as meeting practical product placement needs;
- Demonstrated experience in the oversight of the reproduction of large volume materials in four-color print, in pre-determined print order quantities, and the initial distribution of materials to venues or locales;
- Familiarity of legal gambling venues (i.e., pari-mutuel horse race wagering, commercial card rooms, and tribal casinos) pertaining to locations, size, customer relations, and any individual venue's problem gambling policy; and,
- Familiarity of the problem gambling field, prevention and/or treatment.

Maximum Score: 30 points

3. Letters of commitment from consultants, or others who are proposed principals for this project (not bidder's employees), must be submitted with the proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the consultant has read the proposal and, by signature, agrees to participate in the activities at the level specified. *Failure to include the letter(s) of commitment will result in disqualification of the proposal.*

(Required if applicable; No points)

G. Project Budget – Maximum Score: 25 points

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

1. A detailed and accurate line item budget must be completed showing individual line items under budget categories. Use the Line Item Budget Instructions, RFP Section 2.5, and Attachment IV, Sample Budget Format, to prepare a six-month budget for the bid amount.

**Note:** Competitively cost-out the number of brochures you anticipate printing with a total contract budget of \$200,000. The languages need not be specified at this time.

Maximum Score: 10 points

2. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification." This justification should include:
  - a. Why each individual line item is being charged to the project;
  - b. Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.);
  - c. Why the cost of each line item is reasonable in price;
  - d. What formula was used to determine the cost of each line item; and,
  - e. A general description of the quality of the print materials you plan to develop using the four-color print process, based on a total contract budget of \$200,000.

Maximum Score: 15 points

## 2.5 Line Item Budget Instructions

### A. Direct Cost Categories

The direct cost budget categories are Personnel Services and Operating Expenses.

#### 1. Personnel Services

The Personnel Services category includes each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.

A salary range should be shown to include any anticipated wage increases during the period covered by the proposal.

All salaries must be fully justified in the budget justification and by job titles/duty statements/resumes under project personnel.

#### 2. Operating Expenses

The operating expenses category includes all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.



**Note:** Only the cost of rental space for temporary storage of materials is allowed. A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.

ADP policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable, tangible personal property. A line item for equipment rental, use allowance (not to exceed 6.67 percent of acquisition cost annually), or depreciation must identify the type of equipment.

Travel and per diem rates may not exceed the amounts paid to the State's represented employees as specified in the Travel and Subsistence Guidelines, Attachment V. University of California and county governments may request exemption to these rates for their staff travel only. Food and beverage costs are unallowable, except for meals permitted by the subsistence guidelines.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each consultant and market rates of similar services.

## B. Indirect Cost Categories

### 1. Indirect Cost

An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the cognizant agency on behalf of the Federal Government; is in the process of obtaining such approval; or, has other supporting documentation. A copy of the agreement approving the rate and/or the supporting justification data must accompany the Cost Proposal if an indirect cost category is requested. The State reserves the right to deny an indirect cost category and request direct costing.

**Note:** For purposes of this RFP, OPG has set the maximum indirect cost rate at ten percent.

### 2. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by the State. The bidder must provide a list of all costs included in this category, including the methodology used to compute these costs.

Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. The State may request direct costing.

C. Miscellaneous, Other, or Fees

There should be no line items entitled miscellaneous, other, or fees. All line items must be fully explained and justified.

D. Budget Negotiations

The proposed budget may be negotiated at the option of the State, but the total bid amount cannot exceed \$200,000.

**2.6 Method of Payment**

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred. As required by the State Administrative Manual, ten percent of each payment will be withheld as a final payment. No more than 90 percent of the contract amount will be paid prior to receipt of the final report. For contracts that consist of tasks that will be completed on a yearly basis, the ten percent withhold will be released upon completion of each project year.

**2.7 Funding Availability for Multi-Year Contracts**

The contract will be valid and enforceable for subsequent years past the first year of the contract only if extended by ADP and only if sufficient funds are made available to ADP for the purposes of this program. In addition, the contract will be subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature that may affect the provision, terms, or funding of the contract in any manner. If funds are not appropriated for this program, the contract will be terminated and have no further force and effect. The contract may also be amended to reflect a reduction in funding.

**3.0 BID PROPOSAL**

One copy of the Bid Proposal must be submitted. A separate sealed envelope for the Bid Proposal is **not** required.

Use your agency letterhead for your bid proposal, and simply state the following:

Date

Department of Alcohol and Drug Programs  
Contracts Office, Division of Administration  
Attention: Mrs. Kathryn L. Frost  
1700 K Street, First Floor  
Sacramento, CA 95814-4037

The undersigned certifies that all requirements of the Request for Proposal known as "Multicultural/Linguistic Problem Gambling Materials Development and Distribution", ADP-RFP 05-06, were understood and complied with. In addition, the undersigned certifies that neither it nor its principals, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Our all-inclusive bid is as follows:

\$\_\_\_\_\_

Signed:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Bids shall be signed by the bidder. An unsigned bid or bids submitted without the original signature will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney submitted to the State prior to the submission of the proposal (or with the proposal).

### **3.1 Total Cost**

The total cost shall be \$200,000 for a six-month contract term period. Any proposal submitted with a bid in excess of \$200,000 for a six-month contract term period will automatically be rejected. **Contractor will not be allowed to charge participants a fee for services, materials, events, or postage and handling for distribution of materials.**

### **3.2 Disabled Veteran Business Enterprise Program (DVBE)**

Due to the funding source for this project, DVBE participation is not required. However, if subcontracting or purchasing opportunities are part of the bidder's proposal, the bidder is encouraged to seek DVBE's to fill those opportunities. See the following Website for a listing of DVBE's:

<http://www.pd.dgs.ca.gov/smbus/certinq.htm>

**4.0 Estimated Time Schedule**

- 4.1 RFP released to bidders: November 1, 2005**
- 4.2 Questions due from prospective bidders: November 10, 2005**
- 4.3 ADP's responses to bidders' questions: November 16, 2005**
- 4.4 Letter of Intent due: November 18, 2005**
- 4.5 Bid proposals due by 4:00 p.m.: December 8, 2005**
- 4.6 Award of contract: December 15, 2006**
- 4.7 Period of performance: January 1, 2006 through June 30, 2006**

**5.0 SUBMISSION OF PROPOSAL**

- 5.1** All proposals must be delivered to the address shown below and received and time stamped by an ADP employee by the date and time indicated in Section 4.5, Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be acceptable to meet the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through the ADP's security procedures. Security guards are not employees of ADP and will not time stamp proposals.

**Note:** Delivery and postal services often deliver after the specified due date time. It is the bidder's responsibility to ensure that the bid and proposal arrive at ADP before the deadline.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

Department of Alcohol and Drug Programs  
Contracts Office, Division of Administration  
Attention: Mrs. Kathryn L. Frost  
1700 K Street, First Floor  
Sacramento, CA 95814-4037

**5.2** Bidder's proposals shall consist of the following:

A. Technical Proposal

The Technical Proposal shall consist of responses to the following RFP Sections:

- 2.1 Specific Requirements
- 2.4 A Bidder's Understanding of and Solution to the Problem
- 2.4 B Operation and Service Delivery
- 2.4 C Project Work Plan
- 2.4 D Other Requirements
- 2.4 E Bidder's Agency Qualifications
- 2.4 F Project Personnel
- 2.4 G Project Budget

Bidders shall submit a total of **five copies** (one original and four copies) of their Technical Proposal.

B. Bid Proposal

The Bid Proposal shall consist of responses to the following RFP Section:

3.0 Bid Proposal

Bidders shall submit **one copy** of their Bid Proposal with an original signature.

C. Format Requirement

As evidence of their private non-profit tax status, bidder shall submit **one copy** of one of the following:

- A certified copy of the organization's articles of incorporation or similar document if it clearly establishes the non-profit status of the organization; or,
- A copy of a current valid Internal Revenue Service Tax Exemption Certificate; or,
- A statement from a state taxing body or the State Attorney General certifying that the organization is a non-profit organization operating within the State and that no part of its net earnings may lawfully inure to the benefit of any private shareholder or individual; or,
- A reference to the organization's listing in the Internal Revenue Service's most recent cumulative list of organizations; or,
- Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the applicant organization is a local (community-based) non-profit affiliate.

- 5.3** The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
- 5.4** The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.
- 5.5** Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., copied back to back, stapled in upper left-hand corner, no fancy bindings).
- 5.6** Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.
- 5.7** OPG may reject any proposal at its discretion, including those that are conditional, incomplete, contain any alterations of form, or other irregularities of any kind.
- 5.8** The Bid Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed Cost Proposal Bid will be rejected.
- 5.9** A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.
- 5.10** A bidder may withdraw their proposal by submitting a written request for its withdrawal to the State, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 5.11** Bidders are cautioned to not rely on ADP during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- 5.12** The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 5.13** Issuance of the RFP in no way constitutes a commitment by ADP to award a contract. ADP may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. ADP's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full

compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. ADP may also cancel this RFP at any time.

- 5.14** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason to believe that collusion exists among the bidders, none of the participants involved in the collusion will be considered in this or future procurements.

## **6.0 EVALUATION AND SELECTION PROCESS**

- 6.1** ADP will use the evaluation and selection procedure specified in Section 10344(c) of the Public Contract Code to select the proposal that will best meet ADP's needs. This procedure specifies award to be made to the responsible bidder with the highest score.
- 6.2** Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. Proposals not meeting format requirements at this point shall be disqualified. These disqualified proposals shall neither:
- (1) Have their Technical Proposal scored; nor,
  - (2) Be considered for an award of contract.
- 6.3** Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.3.
- 6.4** Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the bidder, will be rejected. If, in the opinion of ADP, such information was intended to mislead ADP in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
- 6.5** All proposals meeting the format requirements shall have their Technical Proposal score determined. Calculations up to the nearest tenth of a decimal point will be used. The bidder with the highest score will be awarded the contract.
- 6.6** The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.

**6.7** Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with ADP staff or members of the Selection Review Committee will result in the automatic rejection of the bid.

**6.8** All proposals and scoring sheets shall be available for public inspection at the conclusion of the scoring process.

## **7.0 PROTESTS**

Notice of Intent to award contract will be mailed to all bidders. The notice will specify the time period available for submission of protests against the awarding of the contract.

To file a protest, the bidder must provide a full and complete written statement specifying the grounds for the protest to the Contracts Office of ADP (use the address and FAX number in RFP Section 11.0). Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score.

Following the receipt of a protest, filed during the time period specified in the Intent to Award notification letter, OPG shall review the protest and provide a written decision to the protesting bidder within ten working days.

## **8.0 NEWS RELEASES**

News releases pertaining to an award resulting from this RFP will not be made without prior written approval of the Director of ADP.

## **9.0 DISPOSITION OF PROPOSALS**

**9.1.** Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.), and will be subject to review by the public. ADP cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.

**9.2.** Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.



## **10.0 CONTACT FOR INFORMATION**

Any questions you may have concerning this RFP should be submitted in writing to the Contract Office by the date stated in RFP Section 4.2. Questions will be answered in a written summary, which will be e-mailed out to everyone who requested a copy of the RFP. Direct any questions to the address, FAX, or e-mail listed in RFP Section 11.0.

## **11.0 LETTER OF INTENT**

If your organization or firm intends to submit a proposal in response to this RFP, please send a Letter of Intent to apply by date stated in RFP Section 4.4. The letter should be on agency letterhead and signed by a person officially representing the organization.

Letters of Intent are requested for ADP planning purposes only; they do not constitute a commitment to apply. Send the letter to:

Department of Alcohol and Drug Programs  
Contracts Office, Division of Administration  
Attention: Mrs. Kathryn L. Frost  
1700 K Street, First Floor  
Sacramento, CA 95814-4037

You may also Fax your questions or letter of intent to (916) 324-5105 or you may e-mail her at [kfrost@adp.state.ca.us](mailto:kfrost@adp.state.ca.us). To verify receipt, you may call Kathryn Frost at (916) 322-3060.

## ATTACHMENT I

### DEFINITIONS

For the purposes of this RFP, the following definitions apply:

**ADP/(the) Department:** The California Department of Alcohol and Drug Programs.

**At-risk Gambler:** See “Problem Gambling.”

**Consultant:** An individual whose level or area of expertise extends beyond that possessed by the Contractor’s staff. The individual works for the Contractor and may deliver project related services on the Contractor’s behalf.

**Consultation:** The provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance (at focus groups). On-site assistance is short-term in nature and directly related to the defined project of this RFP.

**Contractor:** The successful bidder awarded a contract under this proposal.

**Cultural/Linguistic Competence:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. “Culture” refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. “Competence” implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities. *(Based on Cross, T., Bazron, B., Dennis K., & Issacs, M., (1989) Towards A Culturally Competent System of Care Volume I, Washington DC: Georgetown University Child Development Center, CASSPw Technical Assistance Center).*

**Four-Color Process:** “Four Color Process” refers to full color processing for reproducing photographs, print materials, etc. With the three primary colors (and black), they create every color.

**Gambling:** “Gambling” is a broad concept that includes diverse activities, undertaken in a wide variety of settings, appealing to different sorts of people, and perceived in various ways. Both gambling participation and attitudes toward gambling are linked to the communities in which these behaviors occur and to the norms and values of members of those communities. The common thread is that all of these activities involve risking the loss of something of value in exchange for the opportunity to gain something of greater value.

## ATTACHMENT I

**Gambling Industry/Venues:** For purposes of this RFP, “Gambling Industry/Venues” refers to pari-mutuel horse race wagering, commercial card rooms, and tribal casinos.

**OPG:** The Office of Problem Gambling, which has been established under the California Department of Alcohol and Drug Programs.

**Pathological Gambler:** Pathological gambling was first recognized as a mental disorder in 1980 when it was included in the Third Edition of the Diagnostic and Statistical Manual (DSM-III) (American Psychiatric Association, 1980). Each subsequent revision of the DSM has seen changes in the diagnostic criteria for this disorder. The essential features of pathological gambling are presently defined as:

- (1) A continuous or periodic loss of control over gambling;
- (2) A progression, in gambling frequency and amounts wagered, in the preoccupation with gambling and in obtaining monies with which to gamble; and,
- (3) A continuation of gambling involvement despite adverse consequences.

Current epidemiological research suggests that “pathological gamblers” represent between one and two percent of the U.S. adult population.

**Prevalence:** The number of existing cases with a given condition in a particular area at a specified time.

**Prevention:** “Prevention” is any activity that is taken to stop or interrupt a course of action or events. “Prevention” is also a proactive process intended to promote and protect health and safety, and reduce or eliminate the need for remedial treatment of the physical, social, and emotional problems associated with the misuse or abuse of activities/substances, such as gambling or alcohol and other drugs. With specific reference to behavioral medicine, prevention is generally subdivided into universal, selective, and indicated interventions. Compared with other addictive disorders, the boundaries between these different types of intervention in relation to problem gambling are quite ‘fuzzy’ and shade more quickly into what is regarded as treatment. As a consequence, the prevention framework adopted in relation to alcohol and other drugs does not fit neatly with problem gambling.

**Problem Gambler:** The “problem gambler” can be characterized as having a pattern of continued gambling despite negative physical, psychological, and social consequences, similar to the “pathological gambler.” The distinction is that while problem gamblers experience substantial problems related to their gambling, they do not meet the diagnostic criteria for the recognized disorder of pathological gambling. Current epidemiological research suggests that “problem gamblers” represent two to three percent of the U.S. adult population.

## ATTACHMENT I

**Problem Gambling:** Problem gambling is the term most widely used to refer to individuals who experience difficulties with their gambling, although it has been used in a variety of ways. For purposes of this proposed Problem Gambling Materials Development and Distribution project, its use is limited to those whose gambling-related difficulties are substantial but less severe than those of “pathological gamblers.” On the one hand, pathological gambling can be regarded as a pattern of individuals who are at the higher end of a broad continuum of gambling-related problems and meeting the DSM-IV criteria for this category; on the other hand, the “at-risk” gambler can be regarded as a pattern of individuals who are at the lower end of a broad continuum of gambling-related problems. “Problem gambling” would place somewhere in between this continuum. Both “at-risk gambling” and “problem gambling” are considered sub-clinical categories.

**Problem Gambling Prevention:** Prevention practice in relation to gambling is informed by a range of conceptual models. These include risk and protective factors, public health models, harm minimization and reduction approaches, and responsible gambling perspectives. The public health perspective on gambling is now advocated in a growing number of jurisdictions. Public health approaches have been used to develop effective responses to various physical health problems and, increasingly, to non-infectious diseases and mental disorders. This framework suggests a range of individual, family and community prevention and treatment interventions to address the full scope of gambling behaviors and specifically introduces public policy measures as a tool in prevention. Problem gambling prevention strategies generally include public awareness and public education campaigns, workforce development, and industry training. Prevention strategies have increasingly included community activism.

**Problem Gambling Services:** Refers to a wide range of activities, including prevention, treatment and research, carried out by government agencies, non-governmental organizations and industry operators as well as regulatory, environmental, and public policy measures implemented by governments.

**Problem Gambling Treatment:** Treatment strategies generally include helpline and counseling services in outpatient settings, as well as more limited intensive outpatient and inpatient services. Professional treatment for individuals with gambling problems has generally been limited to individuals who are formally diagnosed as “pathological gamblers.” California Assembly Bill 673 (Statutes of 2003) specifically defines helpline services as being prevention.

## ATTACHMENT II

### SIGNIFICANT CONTRACT TERMS

**1. Amendments**

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay and any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000 (Public Contract Code 10369).

**4. Conflict of Interest**

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, and Government Code Section 1090, apply to this contract.

**5. Disputes**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

## **ATTACHMENT II**

- A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's OPG Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, OPG Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the OPG Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, set forth below.
- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment: copies of the Contractor's original grievance report; evidence originally submitted; response from ADP's Project Coordinator; and, the decision of the OPG Deputy Director. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the OPG Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

### **6. Right To Terminate**

ADP reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if ADP should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term, "for cause," shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or ADP's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

## ATTACHMENT II

### 7. **Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

### 8. **HIPAA Provision**

If any of the work performed under this contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this contract to assure compliance with HIPAA.

### 9. **Confidentiality**

In performing work under this contract, the Contractor shall take reasonable precautions to protect the confidentiality, integrity, and availability of State information assets (defined in SAM 4840.4). Contractor agrees to promptly report to the Department Information Security Officer or Chief Information Officer any significant information security vulnerability, threat, or breach known or suspected by the Contractor to exist.

### 10. **Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### 11. **Domestic Partners Act**

Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods

## ATTACHMENT II

or services in the amount of \$100,000 or more with a Contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

### 12. **Nondiscrimination in Service, Benefits, and Facilities**

- A. Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, sexual orientation, or disability as provided by state and federal laws.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, national origin, sex, age, sexual orientation, or disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and, the assignment of times or places for the provision of services on the basis of the race, color, creed, national origin, sex, age, sexual orientation, or disability of the participants to be served.
- C. Contractor will ensure that subcontractors provide services to intended beneficiaries without regard to race, color, national origin, sex, age, sexual orientation, or disability.
- D. Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, sexual orientation, or disability will be resolved by ADP pursuant to Title 9, California Code of Regulations Chapter 6, commencing with Section 10800.
- E. Contractor shall post, in a manner accessible to service participants, information of their rights including the right to file a complaint alleging discrimination or a violation of their civil rights with ADP.



## ATTACHMENT II

- F. Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by persons with disabilities pursuant to 45 Code of Federal Regulations (CFR), Parts 84, Section 84.21 and 84.22 and 28 CFR, Part 35, commencing with Section 35.101.
- G. Contractor shall keep records, and at the request of ADP, submit all required compliance reports, and permit State access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 CFR, Parts 80, 84 and 90, Section 80.6, 84.61, and 90.42 and 28 CFR, Part 35, commencing with Section 35.101.

### 13. **Event Locations**

Select event locations must meet federal and State accessibility requirements for persons with disabilities.

**Note:** Event notices must include the following statement: “If you need a disability-related reasonable accommodation/alternative format for this event, please contact (name) at (phone number, e-mail address, and TDD number) by (a date up to two weeks prior to the event).”

Contractor is responsible for providing, at Contractor’s cost, any needed disability-related reasonable accommodations/alternative formats.

### 14. **Publications – Alternative Formats**

In accordance with the California Government Code Section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement:

“This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability.”

In addition, publications must be made available in other languages if requested by a mono-lingual person. Contractor is responsible for providing the publication in alternative formats, at Contractor’s cost.

### 15. **Contract Product Review**

- A. All contract products produced under this contract shall be developed in accordance with the requirements stated in the Scope of Work.

## ATTACHMENT II

- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

### 16. **Contract Product Disclaimer/Credit Statements**

- A. If requested by ADP, products, including published materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar disclaimer statement:

“The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs, Office of Problem Gambling.”

- B. If requested by ADP, products, including printed materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar credit line:

“Support for this project has been provided by the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs, Office of Problem Gambling.”

### 17. **Rights in Data**

- A. **Subject Data.** "Subject Data" means: writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable), which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. **Federal Government and State Rights.** Subject only to provisions of Section C below, the Federal Government and State of California may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- C. **License to Copyrighted Data.** In addition to the Federal Government and State of California rights as provided in Section B above, with respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State of California a royalty-free, non-exclusive and irrevocable license throughout the world

## ATTACHMENT II

to use, duplicate, or dispose of such data in any manner for State of California or Federal Government purpose and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- D. **Marking and Identification.** Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the Federal Government or State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- E. **Subcontractor Data.** Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use Sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State of California's rights in that subcontractor Subject Data.
- F. **Deferred Ordering and Delivery of Data.** The State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as ordered.

The Contractor shall exercise its best efforts to prepare and deliver such data as ordered. The Federal Government's or State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in Section B above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California and/or Federal Government, whichever ordered the production of the data.

## ATTACHMENT II

### 18. **Contract Product Rights and Licenses**

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production, or development of the products executed under this contract.

### 19. **Subcontract Requirements**

(Applicable to Agreements under which services are to be performed by subcontractors including independent consultants.)

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph A(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government.
    - (b) A State college or university from any State.
    - (c) A Joint Powers Authority.
    - (d) An auxiliary organization of a California State University or a California Community College.
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges.
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code, Section 69522.
    - (g) Entities of any type that will provide subvention aid or direct services to the public.
    - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual, Section 1233, Subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov> .

## ATTACHMENT II

- (i) Entities whose name and budgeted costs have been submitted to ADP in response to a competitive Invitation for Bid or Request for Proposal.
  - (4) Unless otherwise mandated by the funding agency (i.e., federal government), ADP may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- B. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority.
  - (1) If the total amount of all subcontracts exceeds 25 percent of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph A(3) herein, ADP shall:
    - (a) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders; or,
    - (b) Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
  - (2) When the conditions of B(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph A(3) herein, shall not commence work before ADP has obtained applicable prior approval to use said subcontractor. ADP shall inform the Contractor when ADP has obtained appropriate approval to use said subcontractors.
- C. ADP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
  - (1) Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by ADP.

## ATTACHMENT II

- D. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of ADP. ADP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by ADP.
- E. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.
- F. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this Agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.
- G. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- H. When entering into a consulting service agreement with ADP, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this Agreement.
  - (1) Budget detail format and submission requirements will be determined by ADP.
  - (2) Methods of including budget detail in this Agreement, if applicable, will be determined by ADP.
  - (3) Any subcontractor budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

## ATTACHMENT II

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from ADP, to permit ADP or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

- K. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- L. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant the contract.

**ATTACHMENT III**

**SAMPLE PROJECT WORK PLAN**

1. PROGRAM GOAL: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. OBJECTIVES	3. TASKS	4. PERFORMED BY WHOM	5. OUTCOME



**ATTACHMENT IV**  
**SAMPLE BUDGET FORMAT**

PERSONNEL SERVICES

	<u>Salary Range</u> <u>Monthly/Hourly</u>	<u># Months</u> <u>or Hours</u>	<u>Percent</u> <u>of time</u>	<u>Total</u> <u>Amount</u>
Position				
Classification	\$____ - \$____	_____	_____	\$_____
Position				
Classification	\$____ - \$____	_____	_____	\$_____
Position				
Classification	\$____ - \$____	_____	_____	\$_____
Subtotal Personnel				\$_____
Fringe Benefits (____%)				\$_____
TOTAL PERSONNEL SERVICES				\$_____

OPERATING EXPENSES

Rent (\$____/sq. ft. x _____ sq. ft. x _____(time))	\$_____
Consultants (cost per hour/day and # of hours/days)	\$_____
Travel and per diem (Consultant)	\$_____
Travel and per diem (Staff)	\$_____
Telephone/FAX	\$_____
Postage	\$_____
Office Supplies	\$_____
Printing and Duplication	\$_____
Equipment (Rental, Use Allowance or Depreciation (list type of equipment))	\$_____
Subcontractor	\$_____
TOTAL OPERATING EXPENSES	\$_____
INDIRECT COSTS (____% x \$_____)	\$_____
TOTAL BUDGET	\$_____

NOTE: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

## ATTACHMENT V

### DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS TRAVEL AND SUBSISTENCE GUIDELINES EFFECTIVE 3/29/02

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

**TRAVEL BY PERSONAL AUTOMOBILE:** Up to .34 cents per mile

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is NO CHANGE in the meal and incidental rates. Employees may be reimbursed for their ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to \$ 6.00  
Lunch up to \$10.00  
Dinner up to \$18.00  
Incidentals up to \$ 6.00

**NOTE:** Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

### LODGING RECEIPTS

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

### SHORT-TERM TRAVEL TIME FRAMES

- A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:

## ATTACHMENT V

1. On the first day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6AM - Breakfast may be claimed.

Trip begins at or before 11AM - Lunch may be claimed.

Trip begins at or before 5PM - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8AM - Breakfast may be claimed.

Trip ends at or after 2PM - Lunch may be claimed.

Trip ends at or after 7PM - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel Begins at or Before	Meal That May be Claimed
6AM and ends at or after 9AM	Breakfast
4PM and ends at or after 7PM	Dinner

- C. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

## RECEIPTS

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

- A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for ACTUAL EXPENSES as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification

and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

**SHORT-TERM LODGING RATE**

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.